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| | |
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| Application Number | 09/801,194 |
| Filing Date | 03/08/01 |
| First Named Inventor | Magnussen et al |
| Group Art Unit | Unknown |
| Examiner Name | Unknown |
| Attorney Docket Number | ELLIP-002A |

I hereby appoint:

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I am the:

☐ Applicant.

☒ Assignee of record of the entire interest
Certificate under 37 CFR 3.73(b) is enclosed

SIGNATURE of Applicant or Assignee of Record

| | |
|-----------|---|
| Name | Bjoern Magnussen (CEO Elliptic Resonant Actuator) |
| Signature | <i>[Signature]</i> |
| Date | 08/07/2001 |

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

ASSIGNMENT

WHEREAS, SIEMENS AKTIENGESELLSCHAFT, a German corporation having offices at Wittelsbacherplatz 2, Munich, Germany 80333 (hereinafter "ASSIGNOR"), represents and warrants that it is the sole owner of the entire right, title, and interest to certain new and useful improvements for which ASSIGNOR has filed the following United States patent applications and/or Letters Patents in the United States (hereinafter "the Patents"):

| <u>Application No.</u> | <u>Filing Date</u> | <u>Title</u> |
|------------------------|--------------------|--|
| 09/801,194 | 03/08/01 | VIBRATORY MOTOR AND METHOD OF MAKING AND USING SAME |
| 09/800,979 | 03/08/01 | VIBRATORY MOTOR AND METHOD OF MAKING AND USING SAME |
| 09/800,975 | 03/08/01 | VIBRATORY MOTOR AND METHOD OF MAKING AND USING SAME |
| 60/191,876 | 03/23/00 | ELECTRIC MOTOR USING VIBRATION TO CONVERT ELECTRICAL ENERGY INTO MECHANICAL MOTION |
| 60/236,005 | 09/27/00 | ELECTRIC MOTOR USING VIBRATION TO CONVERT ELECTRICAL ENERGY INTO MECHANICAL MOTION |
| 60/231,001 | 09/08/00 | ELECTRIC MOTOR USING VIBRATION TO CONVERT ELECTRICAL ENERGY INTO MECHANICAL MOTION |
| 60/215,438 | 06/30/00 | ELECTRIC MOTOR USING VIBRATION TO CONVERT ELECTRICAL ENERGY INTO MECHANICAL MOTION |
| 60/215,686 | 06/30/00 | ELECTRIC MOTOR USING VIBRATION TO CONVERT ELECTRICAL ENERGY INTO MECHANICAL MOTION |
| 60/210,441 | 05/08/00 | THREE DIMENSIONAL VIBRATION CAMERA MEASURING DEVICE AND METHODS |

WHEREAS, ELLIPTEC RESONANT ACTUATOR AKTIENGESELLSCHAFT, a German corporation having offices at Buennertellstrasse 10, 44379 Dortmund, Germany (hereinafter "ASSIGNEE") desires to purchase the entire right, title, and interest in and to the inventions disclosed in the Patents;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) to ASSIGNOR, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, and the said Patents and all Patents that may be granted thereon, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patents in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements and all Letters Patents resulting from the Patents to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said issued Letters Patents;

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patents immediately upon becoming aware of those facts, and that it will testify truthfully in any legal proceeding involving any of the Patents, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything lawfully possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patents in all countries.

In case of insolvency and/or liquidation of ASSIGNEE, the ASSIGNOR is entitled to acquire all intellectual property rights regarding the improvements that are the subject of this Assignment. At the request of ASSIGNOR or ASSIGNEE, or the receiver of ASSIGNEE, this price shall be determined by an independent expert to be selected by both parties in common. The costs for an appropriate evaluation of such price are borne by ASSIGNOR. If any third party offers a better price at the time of evaluation until the time of transfer, as compared to the evaluated price, then ASSIGNOR may only acquire the intellectual property rights for the better price.

München, August 1, 2001

Siemens Aktiengesellschaft

Dr. Gemünden

Dr. Gemünden

Date: 2.8.2001

Date: 2.8.2001

H. V. Brachmann
Brachmann

H. Schmitz
Witness
Willy Schmitz
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